



Ames  
Research  
Center

## VOLUNTEER INTERNSHIP PROGRAM

### Memorandum Agreement

THIS VOLUNTEER INTERNSHIP PROGRAM MEMORANDUM AGREEMENT ("AGREEMENT") IS ENTERED INTO BETWEEN \_\_\_\_\_ ("STUDENT INTERN") AND THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION AMES RESEARCH CENTER, MOFFETT FIELD, CALIFORNIA ("NASA" OR "NASA ARC"). THIS AGREEMENT IS ENTERED INTO IN ACCORDANCE WITH THE NATIONAL AERONAUTICS AND SPACE ACT (51 U.S.C. § 20113) ("SPACE ACT") AND 5 U.S.C. § 3111.

I, the undersigned, hereby donate my services without limitations or restriction to NASA. No conditions are attached to the service which I am prepared to donate, and I understand the U.S. Government shall not, and is under no obligation to, provide me with pay, compensation, emoluments, or any other thing of value, and to this extent, I do hereby for myself, my heirs, and assigns forever discharge and release the U.S. Government from the same and all claims or demands for the same. In accordance with 5 U.S.C. § 3111, I understand that I am not a Federal employee for any purposes other than injury compensation and law related to the Tort Claims Act. Further, the services I am providing under this Agreement are not creditable for leave or any other employee benefits.

I hereby agree that I will not represent myself as an agent, representative, or employee of NASA. I agree to abide by all applicable Federal and NASA regulations, rules, directives, and policies. Equipment and facilities furnished to me by NASA will be used solely for the purpose of carrying my services under this Agreement. I will be responsible for maintaining proper safeguards for U.S. Government property and will not interfere with activities undertaken at NASA.

The provisions of Section 305(a) of the Space Act do not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) as a result of my activities performed under this Agreement will remain with me, and no invention or patent rights will be granted to me. Before the completion of my gratuitous services to NASA, I shall disclose to NASA ARC's Patent Counsel each invention made (conceived or first actually reduced to practice) by me, alone or jointly with an employee of the U.S. Government or its contractor(s), as a consequence of, or in direct relation to, the services I am providing to NASA under this Agreement ("SUBJECT INVENTION"). If I choose to assign my interest in a Subject Invention to the U.S. Government, I will share, to the same extent as a NASA inventor(s), in any royalties received, if NASA, in its sole discretion, licenses the Subject Invention or any patent application or patent covering the Subject Invention.

NASA has exclusive rights to all data generated by, or resulting from, the gratuitous services I am providing under this Agreement. I will comply with NASA policies and procedures before releasing any such data.

In performance of this Agreement, I may have access to, be furnished, or use U.S. Government sensitive or third-party proprietary data, the use and dissemination of which the U.S. Government intends to control. In order to

protect the interests of the U.S. Government and the owners, licensors, and licensees of such data, I agree to: (1) use, disclose and reproduce such data only to the extent necessary to perform the work required under this Agreement, and (2) preclude access and disclosure of U.S. Government sensitive or third-party proprietary data to unauthorized persons. I further agree that I will retain no copies of any U.S. Government sensitive or third-party proprietary data and that I will return all such data, as NASA may direct, when the data is no longer needed for the performance of this Agreement or at the termination of this Agreement. Notwithstanding the above, I shall not be restricted in use, disclosure, and reproduction of any data that is in the public domain at the time of disclosure or thereafter enters the public domain without breach of this Agreement by me; is known to me at the time of disclosure; has been disclosed to me without restriction from NASA; has become known to me without similar restrictions from a source other than NASA, that source having the right to disclose; or is required to be produced by me pursuant to a court order or other U.S. Government action. If I believe that any of these events or conditions that remove restriction on the use, disclosure and reproduction of the data apply, I shall promptly notify NASA of such belief before acting on such belief, and, in any event shall give notice to NASA before unrestricted use, disclosure or reproduction of such data.

I understand that I am restricted from access to classified data. I will avoid access to such data, and will not divulge any matter that I may have been given access to, inadvertently or otherwise.

In accordance with the guidelines set forth under 5 U.S.C. § 3111, I hereby affirm that I am currently enrolled not less than half time, in a high school, trade school, technical or vocational institute, junior college, college, university, or comparable recognized educational institution. I also affirm that my educational institution has granted me permission to participate in this Volunteer Internship Program.

I understand that NASA may terminate this Agreement at any time and for any reason. This Agreement becomes effective upon the date of last signature below and shall remain in effect until the end date set forth on the Volunteer Internship Program Request Form (ARC [849]).

\_\_\_\_\_  
STUDENT INTERN (OR IF UNDER THE AGE OF 18,  
PARENT/GUARDIAN OF STUDENT INTERN)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NASA AMES SPONSOR (CIVIL SERVANT)

\_\_\_\_\_  
DATE

ACKNOWLEDGED BY: \_\_\_\_\_  
NASA AMES EDUCATION PROGRAM MANAGER (CIVIL SERVANT)

\_\_\_\_\_  
DATE